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X	В	Supplies or Services and Price	es/Costs	6		Part III -	List Of D	ocuments, Exhibits, And O	Other Attachn	ents
X	C	Description/Specs./Work State	ement	8	Х	J	List of	Attachments		22
X	D	Packaging and Marking		9		Dowt IV				
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### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0038

MOD/AMD

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: https://aais.ria.army.mil

Regulatory Cite	Title	Date

A-1 HO, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN NOV/1995 TACOM-RI

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
  - b. If you think that this solicitation:
    - 1. has inappropriate requirements; or
    - 2. needs streamlining; or
    - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223

Electronic Mail Address: amsta-aq-ar@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0038

MOD/AMD

**Page** 3 of 22

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

(AS7006)

A-3 52.210-4516

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMENT		

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
  - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	PRICE	\$
CLIN	 PRICE	\$

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0038

MOD/AMD

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

(AS7008)

A-5 52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

JUN/2001

TACOM-RI

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
  - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503

TACOM-RI

AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0038

MOD/AMD

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

A-7 52.243-4510 TACOM-RT

DIRECT VENDOR DELIVERY

JAN/1999

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

\_Ms. Sharon Navin, Contracts Management

\_sharon.navin@gdcanada.com

\_613-396-7031

(End of clause)

(AS7012)

A-8 52.246-4538 TACOM-RT CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/199

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

- 1. This contract is awarded to Canadian Commercial Corporation for subcontracting to General Dynamics Canada Ltd. This contract is for 611 each CEU Mod Kits, P/N 12993556. (This P/N has changed since the solicitation was issued.) Delivery of the kits is to begin 30 Apr 2002. FOB is destination. The prices contained herein are in US dollars.
- 2. Kits delivered are to be the latest configuration. There is no technical data. GDC is to provide the same configuration of items as those currently manufactured for the Egypt program. The technical changes called out in CDC proposal V01194A are accepted.
- 3. Clause D-11, 52.211-4503, Packaging Requirements (Commercial) is modified as shown in Section D of this award.
- 4. CDC is given authority to establish an MRB using the guidelines of MIL-STD-1520.

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO		SUPPLIES/SERVI	CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - S	UPPLIES OR SERVICE	S AND PRICES/COSTS				
0001	Supplies or	Services and Price	s/Costs				
0001AA	PRODUCTION O	<u>UANTITY</u>		611	EA	\$3,571.88000	\$2,182,418.68
	PRON: J51AEI AMS CD: URU0	D KIT 25910 SS: Unclassified 0347 PRON AMD:	03 ACRN: AA				
	Packaging and	d Marking					
		Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin					
	DOC REL CD MI	r Performance SUPPL LSTRIP ADDR S 1080D103 CK0LFE DJ CD BRK BLK					
	DEL REL CD	GGXQUANTITY	_DEL_DATE				
	001	36	30-APR-2002				
	002	75	30-MAY-2002				
	003	100	30-JUN-2002				
	004	100	30-JUL-2002				
	005	100	30-AUG-2002				
	006	100	30-SEP-2002				
	007	100	30-OCT-2002				
	FOB POINT: D	estination					
	(CKOLFE) X	CEL POST ADDRESS R GENERAL DYNAMICS TERLING HTS PLANT 000 EAST 17 MILE F TERLING HEIGHTS	.D				
	A. He	R E MILITARY FACT BU-ZABAAL Q 9 MAHMOUD AIRO EGYPT	ORY 200				

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

For Local Clauses See: https://aais.ria.army.mil

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_ Date

B-1 252.225-7008 DFARS SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY

MAR/1998

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

CONTINUATION SHEET	Reference No. of Document B	Page 8 of 22	
CONTINUATION SHEET	PIIN/SIIN DAAE20-02-C-0038	MOD/AMD	

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

THIS AWARD IS FOR A QUANTITY OF 611 EACH CEU MOD KITS. TECHNICAL DATA IS NOT AVAILABLE. DELIVERY IS TO BE OF THE LATEST CONFIGURATION OF PART NUMBER 12993556, THE SAME KITS BEING PROVIDED FOR PRODUCTION. THE TECHNICAL CHANGES CALLED OUT IN CDC PROPOSAL V01194A ARE ACCEPTED.

\*\*\* END OF NARRATIVE C 001 \*\*\*

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**Page** 9 **of** 22

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

SECTION D - PACKAGING AND MARKING

D-1

For Local Clauses See: https://aais.ria.armv.mil

Regulatory Cite Title Date

52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) FEB/2000
TACOM-RI

- a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.
  - b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: SEE PARA 3

- (1) Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- (i) Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (ii) Preservation Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (iii) Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
  - (2) Unit package:
- (i) Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
- (ii) Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.
  - (3) Intermediate Package:
- (i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
  - (4) Packing:
- (i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (ii) Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

permit safe handling during shipment and storage.

- d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.
- e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
- g. SUPPLEMENTAL INSTRUCTIONS: KITS WILL BE PACKAGED INDIVIDUALLY IN KRAFT DIE CUT CONTAINERS WITH CUSTOMIZED DIE CUT ANTI-STATIC POLYETHYLENE FOAM INSERTS. THE ITEMS WILL BE INDIVIDUALLY PACKAGED WITHIN THE CONTAINERS WITH THE CCAS IN ESD PROTECTIVE BAGS. THE INDIVIDUAL KITS WILL BE PACKAGED IN A LARGER CONTAINER WITH ADDITIONAL PROTECTIVE INSERTS.

(End of clause)

(DS6413)

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT OUALITY REOUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
(	) QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS	ISO 9001:2000	13 DEC 2000	EXCLUDING PARAGRAPH 7.3
(	) QUALITY SYSTEMS-MODEL FOR QA	ISO 9002	18 JUL 94	UNTAILORED

(End of clause)

(EF6002)

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	Regulatory Cite	Title	Date
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	JAN/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999

#### Reference No. of Document Being Continued Page 13 of 22 **CONTINUATION SHEET** PIIN/SIIN DAAE20-02-C-0038 MOD/AMD Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP SECTION G - CONTRACT ADMINISTRATION DATA JOB LINE PRON/ OBLG ORDER ACCOUNTING OBLIGATED ITEM AMS CD ACRN STAT ACCOUNTING CLASSIFICATION NUMBER STATION AMOUNT 0001AA J51AEI0347 AA 2 9711 X8242EG01X6D1000URU 011252GEGS20113 1DBJXU W56HZV 2,182,418.68 URU011 TOTAL \$ 2,182,418.68 SERVICE ACCOUNTING OBLIGATED NAME TOTAL BY ACRN ACCOUNTING CLASSIFICATION STATION AMOUNT AA 9711 X8242EG01X6D1000URU 011252GEGS20113 W56HZV 2,182,418.68 Army TOTAL \$ 2,182,418.68 For Local Clauses See: https://aais.ria.army.mil Regulatory Cite \_ Title G-1 52.232-4503 CONTRACTOR'S REMITTANCE ADDRESS AUG/1994 TACOM-RI Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation. Name CANADIAN COMMERCIAL CORPORATION\_ Address 50 O'CONNOR STREET City & State OTTAWA, ONTARIO, CANADA K1A 0S5

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

 $\verb|http://www.arnet.gov/far/| or www.acq.osd.mil/dp/dars|$ 

 $\hbox{ If the clause requires additional or unique information, then that information is provided immediately after the clause title. } \\$ 

(HA7001)

	Regulatory Cite	Title	
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are BINDEWALDG@RIA.ARMY.MIL and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309)782-0713, ATTN: GAIL BINDEWALD and (309) 782-8054 (ATTN: Louise Kalal).

(End of Clause)

(HS6510)

H-4 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_\_ YES \_\_\_\_\_ NO

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

If YES, give name of rail carrier serving it:
If NO, give name and address of nearest rail freight station and carrier serving it:
Rail Freight Station Name and Address:
Serving Carrier:
(End of Clause)

(HS7600)

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Date

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

SECTION I - CONTRACT CLAUSES

For Local Clauses See: https://aais.ria.army.mil

Regulatory Cite

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Title

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

 $\hbox{ If the clause requires additional or unique information, then that information is provided immediately after the clause title. } \\$ 

(IA7001)

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR	JAN/1997
		IMPROPER ACTIVITY	
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-11	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
I-12	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-13	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-14	52.232-1	PAYMENTS	APR/1984
I-15	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-16	52.232-11	EXTRAS	APR/1984
I-17	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-18	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-19	52.232-25	PROMPT PAYMENT	MAY/2001
I-20	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	MAY/1999
		REGISTRATION	
I-21	52.233-1	DISPUTES	DEC/1998
I-22	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-23	52.242-13	BANKRUPTCY	JUL/1995
I-24	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-25	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-26	52.247-63	PREFERENCE FOR U.S FLAG AIR CARRIERS	JAN/1997
I-27	52.248-1	VALUE ENGINEERING	FEB/2000
I-28	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-29	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-30	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-31	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-32	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
	DFARS		
I-33	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-34	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-35	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
I-36	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
I-37	252.225-7009	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
I-38	252.225-7010	DUTY-FREE ENTRY ADDITIONAL PROVISIONS	AUG/2000
	DFARS		

CONT	TINITA	TION	SHEET

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Name of Offeror or Contractor: Canadian Commercial Corp

	Regulatory Cite	Title	Date
I-39	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-40	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-41	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-42	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-43	252.225-7042 DFARS	AUTHORIZATION TO PERFORM	JUN/1997
I-44	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-45	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-46	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-47	52.229-7	TAXES - FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS	JAN/1991

- (a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.
- (b) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of CANADA have agreed shall not apply to expenditures made by the United States in CANADA, or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of CANADA. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.
- (c) If, after the contract date, the Government of the United States and the Government of CANADA agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in CANADA, the contract price shall be reduced accordingly.
  - (d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(End of clause)

(IF6100)

I-48 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

JUL/1995

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-49 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

- ''Kickback,'' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract
- ''Person,'' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- ''Prime contract,'' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
  - ''Prime Contractor'' as used in this clause, means a person who has entered into a prime contract with the United States.
  - ''Prime Contractor employee,'' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
- ''Subcontract,'' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- ''Subcontractor,'' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
  - ''Subcontractor employee,'' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
  - (b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--
    - (1) Providing or attempting to provide or offering to provide any kickback;
    - (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-50 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH AUG/1995 CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for

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debarment unless there is a compelling reason to do so.

- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
  - (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-51 52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-52 52.227-1

AUTHORIZATION AND CONSENT

JUL/1995

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

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I-53 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

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(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

- I-54 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
  - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

CONTINUATION SHEET

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I-55 252.229-7001 TAX RELIEF JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: \_\_\_\_\_RATE PERCENTAGE):\_\_\_\_

- (b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.
- (c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

End of Clause

(IA7007)

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SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Attachment 001	DOCUMENT SUMMARY LIST		1PG	
Attachment 002	DD1423		1PG	

For Local Clauses See: https://aais.ria.army.mil

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	<u>Title</u>	<u>Date</u>	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)